

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

8

02294875

Name of company

* Carpetright plc (the "Chargor")

Date of creation of the charge

25 September 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

A Legal Mortgage (the "Supplemental Legal Mortgage") dated 25 September 2008 and made between the Chargor and the Royal Bank of Scotland plc (the "Security Trustee") as trustee and agent for the Finance Parties, being supplemental to a debenture (the "Security Agreement") dated 19 March 2008 and made between, inter alios, the Chargor and the Security Trustee

Amount secured by the mortgage or charge

See Rider 1

Names and addresses of the mortgagees or persons entitled to the charge

The Royal Bank of Scotland plc as the Security Trustee for the Finance Parties acting through its office at Level 5, 135 Bishopsgate, London

Postcode EC2M 3UR

Presenter's name address and reference (if any)
CMS Cameron McKenna LLP
Mitre House
160 Aldersgate Street
London
EC1A 4DD

RUSV/MHP 009717 01305

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room

TUESDAY



LH2QZ3RN

LD4

07/10/2008

47

COMPANIES HOUSE

Please return via
CH London Counter

Short particulars of all the property mortgaged or charged

See Rider 2

Please do not
write in
this margin

**Please complete
legibly, preferably
in black type, or
bold block
lettering**

Particulars as to commission allowance or discount (note 3)

Nil

Signed CMS Cameron McKenna

Date 7th October 2008

On behalf of ~~XXXXXXXXXXXX~~ [chargee] †

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge
(See Note 5)*

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

RIDERS TO FORM M395

Company: **Carpetright plc**

Company No: **02294875**

Rider 1

Amount secured by the mortgage or charge

All present and future indebtedness, monies, obligations and liabilities of the Company and the relevant Chargor to the Finance Parties under the Finance Documents (including the Supplemental Legal Mortgage), in whatever currency denominated, whether actual or contingent and whether owed jointly or severally or as principal or as surety or in some other capacity, including any liability in respect of any further advances made under the Finance Documents, together with all Expenses and all interest under Clause 2.2 (*Interest*) of the Security Agreement (the "**Secured Liabilities**")

HC

Company: Carpetright plc

Company No: 02294875

Rider 2

Short Particulars of all the property mortgaged or charged

- 1 1 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Finance Parties) by way of a first legal mortgage all of that Chargor's right, title and interest in and to
- 1 1 1 the freehold, commonhold and leasehold property now vested in it and specified opposite its name in Appendix 1 (*Details of Real Property*) below, and
- 1 1 2 all Premises now or from time to time in or on any property described in Clause 1 1.1, (together the "**Mortgaged Property**")
- 1 2 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Finance Parties) by way of first fixed charge all of that Chargor's right, title and interest in and to the following assets, both present and future (other than any subject to an Exclusion unless and until the same is Satisfied)
- 1 2 1 ***Licences on land*** all licences held by it to enter upon or use the Mortgaged Property or Premises and/or to carry on the business carried on upon the Mortgaged Property or Premises and all agreements relating to the Mortgaged Property or Premises to which it is a party or otherwise entitled, including, without limitation, all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises,
- 1 2 2 ***Rights as tenant*** where any Mortgaged Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including, but not limited to, the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but excluding Part II of the Landlord and Tenant Act 1954) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property,
- 1 2 3 ***Rental income*** any amounts owing to it by way of rent, licence fee, dilapidations, ground rent and/or rent charge in respect of any Mortgaged Property or Premises, and
- 1 2 4 ***Insurances*** all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances

NOTES

A. The Supplemental Legal Mortgage contains the following covenants:

1. Negative Pledge

No Chargor shall create or extend or permit to arise or subsist any Security over the whole or any part of the Security Assets or any assets subject to an Exclusion, except as expressly permitted by the terms of the Facilities Agreement or with the prior written consent of the Security Trustee (such consent not to be unreasonably withheld or delayed)

2. Restrictions on Disposals

No Chargor shall (or shall agree to) sell, transfer, lease or otherwise dispose of the whole or any part of the Security Assets or any assets subject to an Exclusion (whether in a single transaction or in a series of transactions whether related or not), except as expressly permitted by the terms of the Facilities Agreement or the Supplemental Legal Mortgage

B. Definitions

In this Form 395, the following expressions shall have the following meanings

“Company” has the meaning given to that term in the Facilities Agreement,

“Delegate” means any person appointed by the Security Trustee or any Receiver pursuant to Clauses 13.2 to 13.4 (*Delegation*) of the Security Agreement and any person appointed as attorney of the Security Trustee and/or any Receiver or Delegate,

“Exclusion” means a legal, valid and binding restriction in respect of any asset held by any Chargor which either precludes absolutely the creation of a Security over that asset or requires the prior consent of any third party (other than any member of the Group) to the creation of a Security over that asset, breach of which restriction would materially impair or destroy property or other rights of that Chargor in relation to or in connection with that asset,

“Expenses” means all costs (including legal fees), charges, expenses and damages sustained or incurred by the Security Trustee or any Receiver or Delegate at any time in connection with the Security Assets or the Secured Liabilities or in taking, holding or perfecting the Supplemental Legal Mortgage or in protecting, preserving, defending or enforcing the security constituted by the Supplemental Legal Mortgage and/or in exercising any rights, powers or remedies provided by or pursuant to the Supplemental Legal Mortgage (including any right or power to make payments on behalf of the Chargor under the terms of the Supplemental Legal Mortgage) or by law in each case on a full indemnity basis,

“Facilities Agreement” means a facilities agreement originally dated 19 March 2008 as amended and restated by an amendment and restatement agreement dated 25 September 2008 and made between, (1) Carpetright plc (2) the Original Guarantors (3) The Royal Bank of Scotland plc as Arranger (4) the Original Lenders and Creditors (5) The Royal Bank of Scotland plc as Agent (6) The Royal Bank of Scotland plc as Security Trustee (7) National Westminster Bank Plc as Ancillary Bank and (8) National Westminster Bank Plc as Hedge Counterparty (as each such term is defined therein),

“Finance Document” means the Facilities Agreement, the Amendment Agreement, the Intercreditor Agreement, the Ancillary Facility Letter, any Accession Letter, the Syndication Letter, any Compliance Certificate, any Fee Letter, any Hedging Letter, any Hedging Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a **“Finance Document”** by the Agent and the Company (each as defined in the Facilities Agreement),

“Finance Parties” has the meaning given to that term in the Facilities Agreement,

“Group” means the Company and each of its Subsidiaries for the time being (each as defined in the Facilities Agreement),

“Insurances” means all of the contracts and policies of insurance or assurance (including all cover notes and slips) effected or maintained from time to time in respect of any Mortgaged Property and/or Premises together with all moneys, benefits and advantages that may become payable or accrue under them or under any substituted policy,

“Intercreditor Agreement” has the meaning given to that term in the Facilities Agreement,

“Mortgaged Property” means any freehold, commonhold or leasehold property the subject of the security constituted by the Security Agreement and references to any **“Mortgaged Property”** shall include references to the whole or any part or parts of it,

“Premises” means all buildings and erections from time to time situated on or forming part of any Mortgaged Property and including all fixtures attached to and/ or forming part of such buildings and erections,

“Receiver” means a receiver or receiver and manager of the whole or any part or parts of the Security Assets,

“Satisfied” means in relation to an Exclusion, the legal, valid and binding satisfaction or removal of that Exclusion as a result of the granting of consent by, or the agreement of, all relevant third parties,

“Security” has the meaning given to that term in the Facilities Agreement,

“Security Assets”. all the assets of each Chargor which from time to time are the subject of any security created or expressed to be created in favour of the Security Trustee by or pursuant to the Security Agreement (including, for the avoidance of doubt, any assets subject to an Exclusion) once the Exclusion is satisfied, and

The **“Security Trustee”**, a **“Chargor”**, a **“Borrower”** or the **“Finance Parties”** shall be construed so as to include its or their successors, permitted transferees and permitted assigns, whether immediate or derivative, and, in the case of the Security Trustee, shall include any person for the time being appointed as Security Trustee or as an additional Security Trustee for the purpose of, and in accordance with, the Intercreditor Agreement

Appendix 1
Freehold and/or Leasehold properties in England and Wales

Address	Title Number	Tenure
1 Pelham Terrace, Brighton, BN2 4AF	ESX270335	Leasehold
Bath Road, Chippenham, SN14 0AT	WT247392	Freehold
1&2 Aldams Road, Dewsbury, West Yorkshire, WF12 8AR	WYK799423	Freehold
	WYK793845	Leasehold
Wirral Park, Glastonbury, BA6 9XE	WS38841	Freehold
Maeglas Industrial Estate, Newport, NP9 2NN	WA793652	Freehold
Newfoundland Way, Newton Abbot, TQ12 1NG	DN536761	Leasehold

x3

795



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 2294875
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED 25
SEPTEMBER 2008 AND CREATED BY CARPETRIGHT PLC FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO THE FINANCE PARTIES ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 7 OCTOBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 OCTOBER 2008

h/c need



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES